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9 INSURANCE COMPANY AND NICOLE
10 BARKER

11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA

13 RICKY MONTES, an individual,
14 Plaintiff,

15 v.

16 STATE FARM MUTUAL
17 AUTOMOBILE INSURANCE
18 COMPANY; STATE FARM GENERAL
19 INSURANCE COMPANY; NICOLE
20 BARKER; and DOES 1 through 25,
21 inclusive,

22 Defendants.

Case No. 2:22-CV-02551 FLA (Ex)

**STIPULATED PROTECTIVE
ORDER**

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1 **I. PURPOSES AND LIMITATIONS**

2 A. Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation
5 may be warranted. Accordingly, the parties hereby stipulate to and petition the
6 Court to enter the following Stipulated Protective Order. The parties
7 acknowledge that this Order does not confer blanket protections on all
8 disclosures or responses to discovery and that the protection it affords from
9 public disclosure and use extends only to the limited information or items that
10 are entitled to confidential treatment under the applicable legal principles. The
11 parties further acknowledge, as set forth in Section XIII(C), below, that this
12 Stipulated Protective Order does not entitle them to file confidential
13 information under seal; Civil Local Rule 79-5 sets forth the procedures that
14 must be followed and the standards that will be applied when a party seeks
15 permission from the Court to file material under seal.

16 **II. GOOD CAUSE STATEMENT**

17 A. This action is likely to involve company documents, trade secrets, and
18 other valuable research, development, commercial, financial, technical and/or
19 proprietary information for which special protection from public disclosure and
20 from use for any purpose other than prosecution of this action is warranted.
21 Such confidential and proprietary materials and information consist of, among
22 other things, confidential business or financial information, information
23 regarding confidential business practices, or other confidential research,
24 development, or commercial information (including information implicating
25 privacy rights of third parties), information otherwise generally unavailable to
26 the public, or which may be privileged or otherwise protected from disclosure
27 under state or federal statutes, court rules, case decisions, or common law.
28 Accordingly, to expedite the flow of information, to facilitate the prompt

1 resolution of disputes over confidentiality of discovery materials, to adequately
2 protect information the parties are entitled to keep confidential, to ensure that
3 the parties are permitted reasonable necessary uses of such material in
4 preparation for and in the conduct of trial, to address their handling at the end of
5 the litigation, and serve the ends of justice, a protective order for such
6 information is justified in this matter. It is the intent of the parties that
7 information will not be designated as confidential for tactical reasons and that
8 nothing be so designated without a good faith belief that it has been maintained
9 in a confidential, non-public manner, and there is good cause why it should not
10 be part of the public record of this case.

11 **III. DEFINITIONS**

12 A. Action: *Ricky Montes v. State Farm Automobile Insurance Company, et*
13 *al.*, pending in the United States District Court, Central District of California,
14 Case Number 2:22-CV-02551 FLA (Ex).

15 B. Challenging Party: A Party or Non-Party that challenges the designation
16 of information or items under this Order.

17 C. "CONFIDENTIAL" Information or Items: Information (regardless of
18 how it is generated, stored or maintained) or tangible things that qualify for
19 protection under Federal Rule of Civil Procedure 26(c), and as specified above
20 in the Good Cause Statement.

21 D. Counsel: Outside Counsel of Record and In-House Counsel (as well as
22 their support staff).

23 E. Designating Party: A Party or Non-Party that designates information or
24 items that it produces in disclosures or in responses to discovery as
25 "CONFIDENTIAL."

26 F. Disclosure or Discovery Material: All items or information, regardless of
27 the medium or manner in which it is generated, stored, or maintained
28 (including, among other things, testimony, transcripts, and tangible things), that

1 are produced or generated in disclosures or responses to discovery in this
2 matter.

3 G. Expert: A person with specialized knowledge or experience in a matter
4 pertinent to the litigation who has been retained by a Party or its counsel to
5 serve as an expert witness or as a consultant in this Action.

6 H. House Counsel: Attorneys who are employees of a party to this Action.
7 House Counsel does not include Outside Counsel of Record or any other
8 outside counsel.

9 I. Non-Party: Any natural person, partnership, corporation, association, or
10 other legal entity not named as a Party to this action.

11 J. Outside Counsel of Record: Attorneys who are not employees of a party
12 to this Action but are retained to represent or advise a party to this Action and
13 have appeared in this Action on behalf of that party or are affiliated with a law
14 firm which has appeared on behalf of that party, and includes support staff.

15 K. Party: Any party to this Action, including all of its officers, directors,
16 employees, consultants, retained experts, and Outside Counsel of Record (and
17 their support staffs).

18 L. Producing Party: A Party or Non-Party that produces Disclosure or
19 Discovery Material in this Action.

20 M. Professional Vendors: Persons or entities that provide litigation support
21 services (e.g., photocopying, videotaping, translating, preparing exhibits or
22 demonstrations, and organizing, storing, or retrieving data in any form or
23 medium) and their employees and subcontractors.

24 N. Protected Material: Any Disclosure or Discovery Material that is
25 designated as "CONFIDENTIAL."

26 O. Receiving Party: A Party that receives Disclosure or Discovery Material
27 from a Producing Party.
28

1 **IV. SCOPE**

2 A. The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or
5 compilations of Protected Material; and (3) any testimony, conversations, or
6 presentations by Parties or their Counsel that might reveal Protected Material.

7 B. Any use of Protected Material at trial shall be governed by the orders of
8 the trial judge. This Order does not govern the use of Protected Material at
9 trial.

10 **V. DURATION**

11 A. Even after final disposition of this litigation, the confidentiality
12 obligations imposed by this Order shall remain in effect until a Designating
13 Party agrees otherwise in writing or a court order otherwise directs. Final
14 disposition shall be deemed to be the later of (1) dismissal of all claims and
15 defenses in this Action, with or without prejudice; and (2) final judgment herein
16 after the completion and exhaustion of all appeals, rehearings, remands, trials,
17 or reviews of this Action, including the time limits for filing any motions or
18 applications for extension of time pursuant to applicable law.

19 **VI. DESIGNATING PROTECTED MATERIAL**

20 A. Exercise of Restraint and Care in Designating Material for Protection

21 1. Each Party or Non-Party that designates information or items for
22 protection under this Order must take care to limit any such designation
23 to specific material that qualifies under the appropriate standards. The
24 Designating Party must designate for protection only those parts of
25 material, documents, items, or oral or written communications that
26 qualify so that other portions of the material, documents, items, or
27 communications for which protection is not warranted are not swept
28 unjustifiably within the ambit of this Order.

1 2. If it comes to a Designating Party's attention that information or
2 items that it designated for protection do not qualify for protection, that
3 Designating Party must promptly notify all other Parties that it is
4 withdrawing the inapplicable designation.

5 B. Manner and Timing of Designations

6 1. Except as otherwise provided in this Order (*see, e.g.*, Section
7 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or
8 Discovery Material that qualifies for protection under this Order must be
9 clearly so designated before the material is disclosed or produced.

10 2. Designation in conformity with this Order requires the following:

11 a. For information in documentary form (e.g., paper or
12 electronic documents, but excluding transcripts of depositions or
13 other pretrial or trial proceedings), that the Producing Party affix at
14 a minimum, the legend "CONFIDENTIAL" (hereinafter
15 "CONFIDENTIAL legend"), to each page that contains protected
16 material. If only a portion or portions of the material on a page
17 qualifies for protection, the Producing Party also must clearly
18 identify the protected portion(s) (e.g., by making appropriate
19 markings in the margins).

20 b. A Party or Non-Party that makes original documents
21 available for inspection need not designate them for protection
22 until after the inspecting Party has indicated which documents it
23 would like copied and produced. During the inspection and before
24 the designation, all of the material made available for inspection
25 shall be deemed "CONFIDENTIAL." After the inspecting Party
26 has identified the documents it wants copied and produced, the
27 Producing Party must determine which documents, or portions
28 thereof, qualify for protection under this Order. Then, before

1 producing the specified documents, the Producing Party must affix
 2 the “CONFIDENTIAL legend” to each page that contains
 3 Protected Material. If only a portion or portions of the material on
 4 a page qualifies for protection, the Producing Party also must
 5 clearly identify the protected portion(s) (e.g., by making
 6 appropriate markings in the margins).

7 c. For testimony given in depositions, that the Designating
 8 Party identify the Disclosure or Discovery Material on the record,
 9 before the close of the deposition all protected testimony.

10 d. For information produced in form other than document and
 11 for any other tangible items, that the Producing Party affix in a
 12 prominent place on the exterior of the container or containers in
 13 which the information is stored the legend “CONFIDENTIAL.” If
 14 only a portion or portions of the information warrants protection,
 15 the Producing Party, to the extent practicable, shall identify the
 16 protected portion(s).

17 C. Inadvertent Failure to Designate

18 1. If timely corrected, an inadvertent failure to designate qualified
 19 information or items does not, standing alone, waive the Designating
 20 Party’s right to secure protection under this Order for such material.
 21 Upon timely correction of a designation, the Receiving Party must make
 22 reasonable efforts to assure that the material is treated in accordance with
 23 the provisions of this Order.

24 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

25 A. Timing of Challenges

26 1. Any party or Non-Party may challenge a designation of
 27 confidentiality at any time that is consistent with the Court’s Scheduling
 28 Order.

1 B. Meet and Confer

2 1. The Challenging Party shall initiate the dispute resolution process
3 under Local Rule 37.1 et seq.

4 C. The burden of persuasion in any such challenge proceeding shall be on
5 the Designating Party. Frivolous challenges, and those made for an improper
6 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
7 parties) may expose the Challenging Party to sanctions. Unless the Designating
8 Party has waived or withdrawn the confidentiality designation, all parties shall
9 continue to afford the material in question the level of protection to which it is
10 entitled under the Producing Party's designation until the Court rules on the
11 challenge.

12 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

13 A. Basic Principles

14 1. A Receiving Party may use Protected Material that is disclosed or
15 produced by another Party or by a Non-Party in connection with this
16 Action only for prosecuting, defending, or attempting to settle this
17 Action. Such Protected Material may be disclosed only to the categories
18 of persons and under the conditions described in this Order. When the
19 Action has been terminated, a Receiving Party must comply with the
20 provisions of Section XIV below.

21 2. Protected Material must be stored and maintained by a Receiving
22 Party at a location and in a secure manner that ensures that access is
23 limited to the persons authorized under this Order.

24 B. Disclosure of "CONFIDENTIAL" Information or Items

25 1. Unless otherwise ordered by the Court or permitted in writing by
26 the Designating Party, a Receiving Party may disclose any information or
27 item designated "CONFIDENTIAL" only to:
28

- a. The Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;
- b. The officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;
- c. Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);
- d. The Court and its personnel;
- e. Court reporters and their staff;
- f. Professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to be Bound" attached as Exhibit A hereto;
- g. The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;
- h. During their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (i) the deposing party requests that the witness sign the "Acknowledgment and Agreement to Be Bound;" and (ii) they will not be permitted to keep any confidential information unless they sign the "Acknowledgment and Agreement to Be Bound," unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or

1 exhibits to depositions that reveal Protected Material may be
2 separately bound by the court reporter and may not be disclosed to
3 anyone except as permitted under this Stipulated Protective Order;
4 and

5 i. Any mediator or settlement officer, and their supporting
6 personnel, mutually agreed upon by any of the parties engaged in
7 settlement discussions.

8 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
9 **IN OTHER LITIGATION**

10 A. If a Party is served with a subpoena or a court order issued in other
11 litigation that compels disclosure of any information or items designated in this
12 Action as “CONFIDENTIAL,” that Party must:

- 13 1. Promptly notify in writing the Designating Party. Such
14 notification shall include a copy of the subpoena or court order;
15 2. Promptly notify in writing the party who caused the subpoena or
16 order to issue in the other litigation that some or all of the material
17 covered by the subpoena or order is subject to this Protective Order.
18 Such notification shall include a copy of this Stipulated Protective Order;
19 and
20 3. Cooperate with respect to all reasonable procedures sought to be
21 pursued by the Designating Party whose Protected Material may be
22 affected.

23 B. If the Designating Party timely seeks a protective order, the Party served
24 with the subpoena or court order shall not produce any information designated
25 in this action as “CONFIDENTIAL” before a determination by the Court from
26 which the subpoena or order issued, unless the Party has obtained the
27 Designating Party’s permission. The Designating Party shall bear the burden
28 and expense of seeking protection in that court of its confidential material and

nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

A. The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

B. In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

1. Promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;
2. Promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and
3. Make the information requested available for inspection by the Non-Party, if requested.

C. If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party

1 shall bear the burden and expense of seeking protection in this court of its
 2 Protected Material.

3 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

4 A. If a Receiving Party learns that, by inadvertence or otherwise, it has
 5 disclosed Protected Material to any person or in any circumstance not
 6 authorized under this Stipulated Protective Order, the Receiving Party must
 7 immediately (1) notify in writing the Designating Party of the unauthorized
 8 disclosures, (2) use its best efforts to retrieve all unauthorized copies of the
 9 Protected Material, (3) inform the person or persons to whom unauthorized
 10 disclosures were made of all the terms of this Order, and (4) request such
 11 person or persons to execute the “Acknowledgment and Agreement to be
 12 Bound” that is attached hereto as Exhibit A.

13 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE** 14 **PROTECTED MATERIAL**

15 A. When a Producing Party gives notice to Receiving Parties that certain
 16 inadvertently produced material is subject to a claim of privilege or other
 17 protection, the obligations of the Receiving Parties are those set forth in Federal
 18 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
 19 whatever procedure may be established in an e-discovery order that provides for
 20 production without prior privilege review. Pursuant to Federal Rule of
 21 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect
 22 of disclosure of a communication or information covered by the attorney-client
 23 privilege or work product protection, the parties may incorporate their
 24 agreement in the Stipulated Protective Order submitted to the Court.

25 **XIII. MISCELLANEOUS**

26 A. Right to Further Relief

27 1. Nothing in this Order abridges the right of any person to seek its
 28 modification by the Court in the future.

1 B. Right to Assert Other Objections

2 1. By stipulating to the entry of this Protective Order, no Party waives
3 any right it otherwise would have to object to disclosing or producing any
4 information or item on any ground not addressed in this Stipulated
5 Protective Order. Similarly, no Party waives any right to object on any
6 ground to use in evidence of any of the material covered by this
7 Protective Order.

8 C. Filing Protected Material

9 1. A Party that seeks to file under seal any Protected Material must
10 comply with Civil Local Rule 79-5. Protected Material may only be filed
11 under seal pursuant to a court order authorizing the sealing of the specific
12 Protected Material at issue. If a Party's request to file Protected Material
13 under seal is denied by the Court, then the Receiving Party may file the
14 information in the public record unless otherwise instructed by the Court.

15 **XIV. FINAL DISPOSITION**

16 A. After the final disposition of this Action, as defined in Section V, within
17 sixty (60) days of a written request by the Designating Party, each Receiving
18 Party must return all Protected Material to the Producing Party or destroy such
19 material. As used in this subdivision, "all Protected Material" includes all
20 copies, abstracts, compilations, summaries, and any other format reproducing or
21 capturing any of the Protected Material. Whether the Protected Material is
22 returned or destroyed, the Receiving Party must submit a written certification to
23 the Producing Party (and, if not the same person or entity, to the Designating
24 Party) by the 60 day deadline that (1) identifies (by category, where
25 appropriate) all the Protected Material that was returned or destroyed and (2)
26 affirms that the Receiving Party has not retained any copies, abstracts,
27 compilations, summaries or any other format reproducing or capturing any of
28 the Protected Material. Notwithstanding this provision, Counsel are entitled to

1 retain an archival copy of all pleadings, document productions, motion papers,
 2 trial, deposition, and hearing transcripts, legal memoranda, correspondence,
 3 deposition and trial exhibits, expert reports, attorney work product, and
 4 consultant and expert work product, even if such materials contain Protected
 5 Material. Any such archival copies that contain or constitute Protected Material
 6 remain subject to this Protective Order as set forth in Section V.

7 B. Any violation of this Order may be punished by any and all appropriate
 8 measures including, without limitation, contempt proceedings and/or monetary
 9 sanctions.

10
 11 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

12
 13 Dated: April 19, 2023

/s/ Joshua Cohen Slakin

14 Attorney(s) for Plaintiff
 15 RICKY MONTES

16
 17 Dated: April 19, 2023

/s/ Jennifer A. Goldberg

18 Attorney(s) for Defendants
 19 STATE FARM MUTUAL
 20 AUTOMOBILE INSURANCE
 21 COMPANY and STATE FARM
 22 GENERAL INSURANCE COMPANY

23 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

24
 25 Dated: 4/19/23

/S/ CHARLES F. EICK

26 HONORABLE CHARLES F. EICK
 27 United States Magistrate Judge
 28

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of _____
 _____ [print or type full address], declare under penalty of perjury that I have
 read in its entirety and understand the Stipulated Protective Order that was issue by
 the United States District Court for the Central District of California on [DATE] in the
 case of _____ [insert formal name of the case and the number
 and initials assigned to it by the Court]. I agree to comply with and to be bound by all
 the terms of this Stipulated Protective Order and I understand and acknowledge that
 failure to so comply could expose me to sanctions and punishment in the nature of
 contempt. I solemnly promise that I will not disclose in any manner any information
 or item that is subject to this Stipulated Protective Order to any person or entity except
 in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action. I hereby appoint _____ [print or type
 full name] of _____ [print or type full address and telephone
 number] as my California agent for service of process in connection with this action or
 any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____

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